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The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, SEPTEMBER 19, 1914.

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Current Topics.

The Legislative Moratorium.

SINCE THE SOLICITORS' JOURNAL takes no side in partisan politics we do not propose to comment upon the relative merits of the rival methods advocated by the two political parties for the suspension of controversy on acute constitutional issues. To the outside critic, indeed, it will perhaps occur that there is not really a very great difference between the two. Under the Parliament Act, immediately on the prorogation of Parliament the Home Rule Bill and the Welsh Church Bill are automatically presented to the King and presumably will receive the Royal Assent. But it is generally felt that this would work out unfairly to the people of Ulster at a moment when they have abandoned their carefully prepared measures of passive resistance to the new Act out of a patriotic desire to maintain a united front towards the national enemy. It is felt, also, that a suspension of legislative activity in controversial matters should take place during the war—that all future legislation while hostilities are raging should take the form either of non-controversial measures or of agreed compromises on the greater questions in dispute. The difficulty is to carry out this plan of suspended animation in the case of the Parliament Act Bills. The Government have proposed to let these measures become law automatically, but to suspend their operation until a future date. In the case of the Welsh Church Bill that date is a fixed one, twelve months hence. In the case of the Home Rule Bill it is a period either of twelve months ahead, or some other date to be fixed by Order in Council, but the intention, it is understood, is to retard its operation until either a compromise over Ulster has been arrived at or the war is over and, as a consequence, domestic hostilities are resumed. The Unionist party desired a more drastic measure, namely, the suspension of both Bills in their present stages until war is over, whereupon they would at once cease to mark time and go forward for the rest of their Parliamentary career.

A Seventeenth-century Parallel.

WHILE WE do not propose to discuss these respective proposals, we think it worth while to draw attention to a curious situation of a somewhat similar kind which arose at the close of the seventeenth century. The tyranny of JAMES II. had roused against him both political parties; Whig and Tory alike united to call in as deliverers his daughter MARY and her husband WILLIAM of Orange. In the face of danger from Roman Catholicism and French despotism all shades of Protestantism had united. But once WILLIAM and MARY had assumed the Government and called together a Parliamentary Convention to settle the new constitution, a difficulty of principle arose, which threatened to be acute. The Whigs wished to declare the King deposed and to "elect" a new Sovereign. The Tories, on the other hand, believing as they did in Divine Right, would not agree to depose a King. They preferred to say that JAMES II. had "abdicated" and that his most legitimate successor was entitled to be proclaimed Monarch—namely, MARY, since the

legitimacy of the King's little son was denied by the Tories. The Whigs proposed to elect WILLIAM King, the Tories proposed to declare MARY Queen and allow WILLIAM to hold whatever power as Prince Consort his marital authority over his wife might succeed in securing for him. The question as to "deposition" or "abdication" was really a mere logomachy, or so it seems to us—but in that age it was considered a matter of vital principle. Finally, it was compromised by declaring that JAMES had vacated the throne, and that it was for Parliament to ratify the accession of his successor. But the difference as between the choice of MARY or of WILLIAM proved more serious. What finally settled it was two matters of some human interest—MARY's attitude and WILLIAM's masculine pride. MARY let it be known that she had no desire to come into competition with her husband's claims; in fact, she told her chaplain, Bishop BURNET, that if the laws of England permitted a wife to bear rule over her husband, they were very different from the laws of God! We commend this view to an age of Suffragists, militant and otherwise. WILLIAM, again, told a private friend—who took care to let his views be known—that "although he esteemed the princess, his wife, as much as it was possible for a man to esteem any woman, yet he could not endure to be gentleman-usher to his own wife." Since the two persons interested shared the same view, the political parties compromised the matter; they declared WILLIAM and MARY joint-Sovereigns, but vested the Government in WILLIAM alone. What is the moral we draw? It is just this. We hope that long before the conclusion of hostilities with Germany, Orangeman and Nationalist, fighting side by side for Belgian liberty, will have learned to settle their common differences, and will agree to some satisfactory compromise of the Home Rule issue. If the parties chiefly interested agree to this, Unionists and Liberals will surely find no difficulty in uniting to pass the compromise into law.

Ambiguity of the Moratorium Proclamation.

A CORRESPONDENT, whose letter we print elsewhere, draws attention to an ambiguity in the new Moratorium Proclamation. "Our said Proclamation dated August 6th, 1914," runs the second operative paragraph, "as extended, &c. . . shall apply to payments which become due and payable on or after the 4th of September and before the 4th of October 1914, (whether they become due and payable by virtue of the said Proclamation or otherwise) in like manner as it applies to payments which become due and payable after the date of the said first-mentioned Proclamation and before the beginning of the 4th of September 1914." Note the words we have italicised in the passage interposed in brackets, "or otherwise." *Prima facie* it looks as if the moratorium created by the new Proclamation were to apply to two sets of debts: (1) debts in respect of liabilities contracted *before* the 4th of August which become due between the 4th of September and the 4th of October; and (2) debts in respect of liabilities contracted *after* the 4th of August which become similarly due. This interpretation at first seems necessary in order to give effect to the words "or otherwise." But really it is not so. A satisfactory interpretation can be put on "or otherwise" without going to such extreme lengths. The two classes of debts which the Proclamation contemplates are really: (1) debts contracted *before* the 4th of August which originally became due *before* the 4th of September, and so become due *after* the 4th of September as the result of the first Proclamation; (2) debts contracted *before* the 4th of August which become due for the first time *after* the 4th of September. Class (1) are covered by the words "whether they become due and payable by virtue of the said Proclamation"; Class (2) are covered by the words "or otherwise." This is plainly the meaning of the Proclamation, and upon a further consideration we think our correspondent will agree that it is also the correct literal construction to be put on its language. But certainly the construction takes careful analysis to discover, and by a little more care in draftsmanship the difficulty could have been avoided.

Lacuna in the Courts (Emergency Powers) Act.

ANOTHER CORRESPONDENT draws attention to a point on which we touched last week in our topic on the Courts (Emergency Power) Act, 1914. By a most astounding piece of careless

drafting that statute nowhere states to what sums of money it applies. "From and after the passing of this Act," runs section 1 (1), "no person shall (a) proceed to execution on . . . any judgment . . . for the repayment or recovery of a sum of money to which this sub-section applies . . . or (b) levy any distress . . . for the purpose of enforcing the payment of any sum of money to which this sub-section applies . . ." without the leave of the proper court obtained upon application. Now the wording both in (a) and (b) of the passage italicised by us clearly shews that the statute is to apply to certain debts or sums of money, and not to others. One therefore looks through it for the enumeration of such debts, and finds no enumeration of them anywhere—except an *addendum* to sub-section 1 (1) saying that the statute applies to certain small policies of life insurance. But obviously these are not intended to be the sole subject-matter of the statutory protection, for hardly any of the provisions of the statute have any relevance in the case of life policies. One has therefore to elucidate the meaning of the statute in some other way. As a matter of fact there is another *addendum* to sub-section 1 (1); this *addendum* says the sub-section "shall not apply to any sum of money (other than rent not being rent at or exceeding fifty pounds per annum) due and payable in pursuance of a contract made after the beginning of the 4th of August, 1914." Since the sub-section is *not* to apply to debts due under contracts made *after* the 4th of August, 1914, one may conclude by what logicians call the method of negative inference that the sub-section *is* to apply to debts due under contracts made *before* that date. And no doubt that is what the statute means, since the 4th of August—the critical date—is the first day of the great moratorium. But only the excitement of a national emergency can explain the extraordinary laxity of draftsmanship and Parliamentary revision which could permit the Bill to become law in its present meaningless shape.

Rent and the Emergency Powers.

LANDLORDS and their agents are puzzled by the provisions as to rent in the new Act; indeed we are credibly informed that one society interested in the management of estates has thought it necessary to take the opinion of counsel upon the application of the statute to distress. Certainly the statute is extremely confused upon this point. We have already quoted most of the relevant passages in the last topic and need not repeat them here. Neither need we go through the tedious process of "thinking aloud" and analyse the words of the sub-section bit by bit to discover their meaning. The result, we believe, will be found to be just this: The statute forbids the levy of distress, or re-entry without leave of court, for arrears of rent *whenever the rental is less than fifty pounds per annum* no matter whether the tenancy came into existence *before* or *after* the 4th of August, 1914. But when the rent equals or exceeds fifty pounds per annum, then distress is inhibited where the tenancy came into existence *before* the 4th of August, 1914 (as in the case of all other debts), but not where it comes into existence *after* the 4th of August, 1914. It does not seem to matter whether the arrears are more or less than fifty pounds at the date when it is proposed to levy distress; it is the rate of rental per annum coupled with the date when the tenancy commenced that decides whether or not the statute applies. Such at least is our interpretation of a cumbrous section; but we can understand the courts taking a different view. Upon a literal interpretation of the sub-section and its addendum, indeed, almost any view in this world is possible.

The Aliens Restriction (Consolidation) Order.

WE HAVE not found space to print any of the three Aliens Restriction Orders that have been issued under the Aliens Restrictions Act, 1914, and we greatly regret that limits of space prevent us printing the new Consolidating Order that has embraced all three in one. But the thirty-four clauses of the Order and its gigantic schedule of approved ports and prohibited places respectively would require a whole number of the SOLICITORS' JOURNAL to themselves. All we can attempt here is a very brief analysis of the principal points in the Order. Part I. imposes restrictions on aliens entering or leaving the United

Kingdom; they can do so only at the following approved ports:—Aberdeen, Dundee, Newcastle upon-Tyne, West Hartlepool, Hull, London, Folkestone, Falmouth, Bristol, Holyhead, Liverpool, Glasgow and Dublin. But a Secretary of State can by Order, after consulting the Admiralty and Army Council, add new ports to the list and delete some of the named ports from it. Elaborate rules are laid down in a series of clauses as to the disembarkation, embarkation, and deportation of aliens. Part II. enumerates the restrictions imposed on alien enemies residing in the United Kingdom; these are numerous but their general character is pretty well-known now to all readers of newspapers. Part III. is general; it confers power of arrest, gives additional powers to the Secretary of State, and *inter alia* applies the Interpretation Act, 1889, to the construction of the Order.

Hanoverians in England.

A CURIOUS point is suggested by a recent conviction under the Aliens Restriction Act and Order, namely that of Colonel HERBERT who had failed to register himself under the statute. It must have come as a surprise to readers of military literature to hear that Colonel HERBERT is an alien enemy! For Colonel HERBERT has not only served in the English Militia (although his commission appears to have been cancelled on some technical ground); he has added lustre to the English arms by his heroic conduct at the defence of Plevna in 1878—a defence which aroused in England such enthusiasm that it induced Lord BEACONSFIELD to intervene in the Russo-Turkish war and stay the advance of Russia by calling British troops to Malta. He is also the author of one of our military classics, the *Defence of Plevna*. Yet according to the decision of a stipendiary magistrate, Colonel HERBERT is actually a German subject! The difficulty arises in this way and discloses a queer tangle in the notions of International Law. Colonel HERBERT was born in Hanover before 1866 (the date is important); his father was a Hanoverian who had been born while Hanover was united under the same monarch as England. From 1837 to 1866 Hanover was an independent Kingdom; in 1866 it took part in the war between Austria and Prussia, and like most of the smaller German states it took the Austrian side. The result was that Prussia overran the Kingdom, deposed its monarchy and annexed the territory to Prussia. It has since then been a province of Prussia and therefore a part of the German Empire. Consequently, inhabitants of Hanover born after 1866, and inhabitants born before that date who have retained their Hanoverian domicile, are undoubtedly Prussian in nationality. But the reigning family of Hanover has always refused to recognize the annexation of their kingdom, and many old Hanoverians—like the British Jacobites—have long remained abroad in exile; they have never recognized the sovereignty of the Prussian King (now German Emperor as well). Colonel HERBERT is one of these. Now, what is the nationality of such Hanoverians? It is not easy to see how, on principles of the English common law, they can be regarded as subjects of the German Emperor. For the principle of allegiance in English law is personal not territorial; allegiance is due to the person of the King and not to his territorial rights. Hence, by the English common law, Colonel HERBERT's allegiance is due to the dispossessed King of Hanover and not to the Emperor of Germany. This view is strengthened by the well-known principle of *Calvin's case*, 1610, which decided that Scotsmen born before the Union of the Kingdoms in 1603—known as the *ante nati*—were not English subjects, but that those born after that date—the *post nati*—are English subjects. It would seem to follow that Colonel HERBERT never has been a subject of the German Emperor. But then, to what State does he belong? Under International Law no man can be without a nationality and an allegiance. He cannot owe allegiance to a monarch without a State recognized in the polity of nations. The solution of the problem is quite beyond our power.

Lord Erskine and the "Devil's Own."

LORD HALDANE is by no means the first Lord Chancellor who has had a connection with the affairs of war. Lord Chancellor

ERSKINE, traditionally regarded as the greatest of English advocates, at one time commanded the "Devil's Own," the famous Inns of Court Rifle Volunteers, now transmuted into an Officers' Training Corps. Lord ELDON was at one time an officer in the same force. ERSKINE, indeed, had other claims to be a man of war. In his boyhood he was a midshipman, and after that an officer of the Guards; he served in the American War, and his first case after his call to the bar, at the mature age of twenty-nine, was in defence of an old military comrade accused of seditious libel because he denounced the official mal-administration of naval and military charities. ERSKINE won a verdict of "Not Guilty," and at once leapt into fame as well as into a gigantic practice. There is a well known reference to him in "BOSWELL" which relates to his military days. One afternoon, at a café in Fleet street, Dr. JOHNSON observed a young officer of two and twenty talking with singular animation and eloquence to a group of his comrades; he sent to inquire his name, and learned that he was the Honourable THOMAS ERSKINE, son of a Scots peer, and an ensign in the Guards. But, notwithstanding the military training of his youth, if CAMPBELL is to be believed, ERSKINE scarcely shone as Colonel of the "Devil's Own." He used to read his words of command from a piece of paper supplied by the adjutant; at least so "JOCK" CAMPBELL says in his "Lives of the Chancellors." But even if this story be true, it does not mean so much as persons unversed in military affairs might imagine. The drill books are constantly changing, and a man who had known his battalion drill well in youth may find the new words of command very strange when he commands a volunteer corps forty years later.

Prize Law.

II.

4. *Prize Money (continued).*—In our former article (*ante*, p. 778) we stated that the proceeds of ships condemned to the Crown as prizes, when not droits of Admiralty, were in practice distributed among the captors in certain specified proportions under the Royal Proclamation of the 17th of September, 1900. It is obvious, however, that the reward of sailors from this source becomes a matter of mere chance, and the speculative character of the procedure has become more marked with the enormous increase in the size and value of shipping. Moreover it cuts off large classes of the naval forces from all opportunity of participation. Accordingly it has been announced (*ante*, p. 810) that new regulations are to be made under which a system of prize bounties or gratuities for more general distribution to the officers and men of the Naval Forces will be substituted for the existing system of distribution of prize money.

5. *Property Liable to Capture.*—Primarily the right of capture extends to enemy ships and to enemy goods on enemy ships. Enemy goods on neutral ships (except contraband) are exempt, and so are neutral goods (except contraband) on enemy ships. As to these two classes of goods the practice of maritime countries formerly differed. France adopted the harsh rule that enemy goods and ships alike carried the condemnation of neutral property. Thus a neutral ship carrying enemy goods was liable with the goods to confiscation, and so were neutral goods on an enemy ship. Great Britain respected neutral ships and goods in any event, but confiscated enemy goods on neutral ships (Oppenheim, Vol. II., pp. 218 *et seq.*). The rules applicable to both cases were settled as above stated by the Declaration of Paris in 1856, and they represented an advance on the position of each country. Article 2 declared that the neutral flag covers enemy goods, except contraband of war, and Article 3, that neutral goods (except contraband) are not liable to seizure under the enemy flag. Attempts have been made to question the validity of the Declaration (Oppenheim, Vol. II., p. 100, note (3)), and these were repeated recently by Mr. T. GIBSON BOWLES in the *Times*, but we are not aware that they have met with approval in any responsible quarter.

Exemption from Seizure.—In addition to the exemptions introduced by the Declaration of Paris, certain other exemptions were introduced by No. XI, of the Hague Conventions, 1907. These

are (1) postal correspondence of neutrals or belligerents, whether official or private in character, found on board a neutral or enemy ship at sea; (2) vessels employed exclusively in coast fisheries, or small boats employed in local trade, provided they take no part in hostilities; and (3) vessels charged with religious, scientific, or philanthropic missions. This Convention was ratified both by Great Britain and Germany (Hertslet, *Commercial Treaties*, vol. 26, p. 1249; *ante*, p. 786). And on general principle a like exemption extends to vessels—known as cartel ships—which are employed in the exchange of prisoners of war (*The Daifjie*, 1800, 3 Ch. Rob. 139; *La Gloire*, 1804, 5 Ch. Rob. 192). In the former of these cases it was held that the protection attaches as soon as the vessel has *bona fide* been employed with a view to the exchange of prisoners, although it has not at the time of capture any prisoners of war on board.

Character of Ship.—As regards the ship itself its nationality is *prima facie* determined by the flag and papers under which it sails. If these show it to be an enemy ship, the evidence is conclusive; otherwise it is still open for the captors to shew that the flag has been improperly assumed. The rule as laid down by Article 57 of the Declaration of London, 1909, which has been adopted by Order in Council for the present war, see p. 792, *ante* is that "subject to the provisions respecting transfer to another flag, the neutral or enemy character of a vessel is determined by the flag which she is entitled to fly." And the importance of the flag and the ship's papers is fully recognized in British law. "Ships have a peculiar character impressed upon them by the nature of their documents, and have always been held to the character with which they are so invested, to the exclusion of any claims of interest that persons living in neutral countries may actually have in them" (*The Elizabeth* 1803, 5 Ch. Rob., p. 6). Consequently the confiscation of a ship as an enemy ship on the ground that it is sailing under the enemy flag includes the confiscation of the share of a neutral part owner (*The Primus*, 1854, Spinks, 48; *The Industrie*, 1854, Spinks, 54); and this applies also to the share of an owner who is a subject of the confiscating state (see *The Industrie*, p. 56). It applies also, it would seem, to the claims of mortgagees, whether neutral (*The Aina*, 1854, Spinks, 8), or British—assuming Great Britain to be the confiscating state—unless in the latter case the security has been given to cover the cost of outfit in a British port (*The Belvidere*, 1813, 1 Dods, p. 358).

Character of Goods.—As regards the goods found on board the ship their neutral or enemy character is, according to Article 58 of the Declaration of London, determined by the neutral or enemy character of the owner; but the Hague Conference was unable to agree upon rules to determine whether the character is neutral or enemy. According to British law this does not depend either upon nationality or upon ordinary domicile, but upon commercial domicile, that is upon the place where the owner of the goods carries on trade. "If a war breaks out, a foreign merchant carrying on trade in a belligerent country has a reasonable time allowed him for transferring himself and his property to another country. If he does not avail himself of the opportunity, he is to be treated, for the purposes of the trade, as a subject of the power under whose dominion he carries it on, and, of course, as an enemy of those with whom that power is at war. Nothing can be more just than this principle; but the whole foundation of it is, that the country in which the merchant trades is enemy's country (*Crenidi v. Powell*, 1857, 11 Moo. P. C. C., p. 96; see *The Ann*, 1813, 1 Dods, 221; *The Aina*, 1854, Spinks, p. 10). If a merchant is trading in two countries, then it has to be ascertained whether the goods in question belong to him as trading in the enemy country or not (see *The Jonge Klassina*, (1804, 5 Ch. Rob. 297).

[Since the above was written EVANS, P., has held in *The Marie Glaeser* (Times, 17th inst.) that the claims of a neutral mortgagee is overridden by the confiscation of the ship. The point is an important one, and it is a question whether a more liberal doctrine might not now prevail. We propose to consider it in the light of the recent judgment next week.]

[To be continued.]

Correspondence.

Re Foreign Partnerships.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your comments in "Current Topics" under the head of "Foreign and English Partners" there is a statement which I cannot understand. In the course of your contention that there is no reason why, on the dissolution of a partnership as regards an alien enemy partner, it should also be dissolved as regards the English partners, you say "the position is really analogous to that of partners who have lost a third partner by death"; but surely the analogy you cite is no analogy at all, but rather an argument in support of the opposite view, because by the Partnership Act, 1890, s. 33, it is provided that "subject to any agreement between the partners every partnership is dissolved as regards all the partners by the death or bankruptcy of any partner."

H. T.

Liverpool, Sept. 11.

[Our analogy was not very happily chosen, but our point was that the revocation of agency resulting from the impossibility of the foreign partner continuing as such does not necessarily affect the continuance of neutral agency as between the English partners.—Ed. S.J.]

Lacuna in the Courts (Emergency Powers) Act.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We should like to have the opinion of any of your correspondents as to the effect of the Courts (Emergency Powers) Act, 1914.

After perusing the Act we conclude that it only applies to the rents referred to in the second paragraph of section 1, sub-section 1, to the life endowment policies mentioned in the third paragraph of section 1, sub-section 1, and to proceedings under the Small Tenants Recovery Act, 1838 (see section 1, sub-section 4).

We should suppose that the scope of the Act was intended to be much wider, since section 1, sub-section 1, states that after the passing of the Act, shall no person (we epitomise) :—

(a) Proceed to execution or otherwise enforce payment or recovery of sums of money to which the sub-section applies except after application to the court.

(b) Levy any distress or forfeit any deposit for the purpose of enforcing payment or recovery of any sum of money to which the sub-section applies except after application to the court.

There follows a statement that the sub-section shall not apply to sums of money (other than certain rents) due under contracts made after the 4th of August, 1914, and then ensues the statement making the sub-section applicable to certain life endowment policies.

What is there in the Act from which it would appear that it applies to any sums of money other than the rents and the life endowment policies last mentioned and to proceedings under the Small Tenants Recovery Act, 1838, mentioned in sub-section 4?

It would almost appear that the draftsman of the Act had proposed to insert into section 1, sub-section 1, a clause defining the sums of money to which the sub-section should apply, such sums of money (we hazard a guess) being sums of money due under contracts made before the 4th of August, 1914, but omitted to do so.

8, Bedford-row, Sept. 11.

X. & Co.

[See "Current Topics."—Ed. S.J.]

Ambiguity in the Moratorium Proclamation.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the observations in your last number on the recent Moratorium Proclamations it would be interesting to know your views of the interpretation of the Proclamation of the 4th of September. The second clause states that it shall apply to payments "which become due and payable on and after the 4th of September and before the 4th of October, 1914 (whether they become so due and payable by virtue of the said Proclamations or otherwise)." The words "or otherwise" might include payments becoming due under contracts entered into after the 4th of August, an extension certainly not intended.

CARTHEW, WHEELER & HANCOCK.

1, Verulam-buildings, Gray's-inn, Sept. 15.

[See "Current Topics."—Ed. S.J.]

Mortgagees and the Moratorium.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We shall be glad to know whether the moratorium applies to prevent a mortgagee from taking possession, full default having been made. Legally we suppose the property belongs to him, and we see nothing in the Act to prevent him assuming possession of it by serving notices on the tenants to pay rents to him.

Sept. 15.

Y.

[It seems likely that section 1 (1) (b) of the Courts (Emergency Powers) Act prevents this action; but the construction of that subsection is a matter of grave difficulty.—Ed. S.J.]

New Orders, &c.

The following Orders and similar official intimations have appeared in the *London Gazette* since our last issue:—

- (1) The Aliens Restriction (Consolidation) Order, 1914. (September 11.)
- (2) New Trading with the Enemy Proclamation. (September 11.)
- (3) The Special Constables Order, 1914. (September 11.)
- (4) Additional Orders under the Customs (Exportation) Prohibition Act, 1914. (September 11.)
- (5) County Court Rule under the Postponement of Payments Act, 1914. (September 11.)
- (6) Direction to Judges and Registrars under the Courts (Emergency Powers) Act, 1914. (September 11.)
- (7) Notice of new Order relating to Fees in County Courts given under Rules Publication Act, 1893. (September 15.)

We print below Nos. 2, 3, 5, 6, and 7 of the above.

A Proclamation

RELATING TO TRADING WITH THE ENEMY.

The text of the Proclamation is as follows:—

Whereas a state of war has existed between us and the German Empire as from 11 p.m. on August 4th, 1914, and a state of war has existed between us and the Dual Monarchy of Austria-Hungary as from midnight on August 12th, 1914:

And whereas it is contrary to law for any person resident, carrying on business, or being in our dominions, to trade or have any commercial or financial transactions with any person resident or carrying on business in the German Empire or Austria-Hungary without our permission:

And whereas by our Proclamation of the 5th August, 1914, relating to trading with the enemy, certain classes of transactions with the German Empire were prohibited:

And whereas by paragraph 2 of our Proclamation of the 12th August, 1914, the said Proclamation of the 5th August, 1914, was declared to be applicable to Austria-Hungary:

And whereas it is desirable to restate and extend the prohibitions contained in the former Proclamations, and for that purpose to revoke the Proclamation of the 5th August, 1914, and paragraph 2 of the Proclamation of the 12th August, 1914, and to substitute this Proclamation therefor:

And whereas it is expedient and necessary to warn all persons resident, carrying on business or being in our dominions, of their duties and obligations towards us, our Crown, and Government:

Now, therefore, we have thought fit, by and with the advice of our Privy Council, to issue this our Royal Proclamation declaring and it is hereby declared as follows:—

1. The aforesaid Proclamation of the 5th August, 1914, relating to trading with the enemy, and paragraph 2 of the aforesaid Proclamation of the 12th August, 1914, together with any public announcement officially issued in explanation thereof, are hereby, as from the date hereof, revoked, and from and after the date hereof this present Proclamation is substituted therefor.

2. The expression "enemy country" in this Proclamation means the territories of the German Empire and of the Dual Monarchy of Austria-Hungary, together with all the colonies and dependencies thereof.

3. The expression "enemy" in this Proclamation means any person or body of persons of whatever nationality resident or carrying on business in the enemy country, but does not include persons of enemy nationality who are neither resident or carrying on business in the enemy country. In the case of incorporated bodies, enemy character attaches only to those incorporated in an enemy country.

4. The expression "outbreak of war" in this Proclamation means 11 p.m. on the 4th August, 1914, in relation to the German Empire, its colonies and dependencies, and midnight on the 12th August, 1914, in relation to Austria-Hungary its colonies and dependencies.

5. From and after the date of this Proclamation the following prohibitions shall have effect (save so far as licences may be issued as hereinafter provided), and we do hereby accordingly warn all persons resident, carrying on business or being in our dominions:—

- (1) Not to pay any sum of money to or for the benefit of an enemy.
- (2) Not to compromise or give security for the payment of any debt or other sum of money with or for the benefit of an enemy.

EQUITY AND LAW

LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

DIRECTORS.

Chairman—John Croft Devereux, Esq.	Deputy-Chairman—Richard Stephens Taylor, Esq.
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Richard L. Harrison, Esq.	H. P. Bowling Trevelyan, Esq.

FUNDS EXCEED - - £5,000,000.

All classes of Life Assurance Granted. Reversions and Life Interests Purchased on Approved Securities entertained on Favourable Terms.

W. P. PHELPS, *Actuary and Secretary.*

(3) Not to act on behalf of an enemy in drawing, accepting, paying, presenting for acceptance or payment, negotiating or otherwise dealing with any negotiable instrument.

(4) Not to accept, pay, or otherwise deal with any negotiable instrument which is held by or on behalf of an enemy, provided that this prohibition shall not be deemed to be infringed by any person who has no reasonable ground for believing that the instrument is held by or on behalf of an enemy.

(5) Not to enter into any new transaction, or complete any transaction already entered into with an enemy in any stocks, shares, or other securities.

(6) Not to make or enter into any new marine, life, fire or other policy or contract of insurance with or for the benefit of an enemy; nor to accept, or give effect to any insurance of, any risk arising under any policy or contract of insurance (including re-insurance) made or entered into with or for the benefit of an enemy before the outbreak of war.

(7) Not directly or indirectly to supply to or for the use or benefit of, or obtain from, an enemy country or an enemy, any goods, wares or merchandise, nor directly or indirectly to supply to or for the use or benefit of, or obtain from any person any goods, wares or merchandise, for or by way of transmission to or from an enemy country or an enemy, nor directly or indirectly to trade in or carry any goods, wares or merchandise destined for or coming from an enemy country or an enemy.

(8) Not to permit any British ship to leave for, enter or communicate with, any port or place in an enemy country.

(9) Not to enter into any commercial, financial or other contract or obligation with or for the benefit of an enemy.

(10) Not to enter into any transactions with an enemy if and when they are prohibited by an Order of Council made and published on the recommendation of a Secretary of State, even though they would otherwise be permitted by law or by this or any other Proclamation.

And we do hereby further warn all persons that whoever in contravention of the law shall commit, aid or abet any of the aforesaid acts, is guilty of a crime, and will be liable to punishment and penalties accordingly.

6. Provided always that where an enemy has a branch locally situated in British, allied or neutral territory, not being neutral territory in Europe, transactions by or with such branch shall not be treated as transactions by or with an enemy.

7. Nothing in this Proclamation shall be deemed to prohibit payments by or on account of enemies to persons resident, carrying on business or being in our dominions, if such payments arise out of transactions entered into before the outbreak of war or otherwise permitted.

8. Nothing in this Proclamation shall be taken to prohibit anything which shall be expressly permitted by our licence, or by the licence given on our behalf by a Secretary of State, or the Board of Trade, whether such licences be especially granted to individuals or be announced as applying to classes of persons.

9. This Proclamation shall be called the Trading with the Enemy Proclamation No 2.

Dated 9th September, 1914.

Lord Chancellor's Directions Under the Courts (Emergency Powers) Act, 1914.

Directions for judges and registrars of county courts made by the Lord Chancellor pursuant to the above Act.

1. In the application of Rule 3 of the Court (Emergency Powers) Rules, 1914, to the County Courts, the word "summons" shall mean "interlocutory application."

2. Paragraph 4 of Rule 4 of the said Rules shall apply to summonses

issued under Paragraph 2 of Rule 5. Any such summons shall be served on every person affected thereby four clear days at least before the day fixed for the hearing of the summons unless the judge or registrar gives leave for shorter service. Service shall be effected in accordance with the County Court Rules as to the service of notice of an interlocutory application.

The 11th day of September, 1914.

The Special Constables Order, 1914.

The following is the text of this Order:—

Whereas by the Special Constables Act, 1914, power is conferred on His Majesty to make regulations with respect to the appointment and position of special constables appointed during the present war under the Special Constables Act, 1831, or under section one hundred and ninety-six of the Municipal Corporations Act, 1882, and by those regulations to make such provisions as are in the said Act mentioned.

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. The power to nominate and appoint special constables under the Special Constables Act, 1831, may, during the present war, be exercised although a tumult, riot, or felony has not taken place or is not immediately apprehended.

2. Any special constable so appointed shall be appointed for the preservation of the public peace, and for the protection of the inhabitants, and the security of property in the police area for which, or for any part of which, the justices making the appointment act.

3. The declaration to be made by a special constable shall be made in the following form:—

I, _____ of _____ do solemnly and sincerely declare and affirm that I will well and truly serve Our Sovereign Lord the King in the office of special constable, without favour or affection, malice or illwill; and that I will to the best of my power cause the peace to be kept and preserved, and prevent all offences against the persons and properties of His Majesty's subjects; and that while I continue to hold the said office I will to the best of my skill and knowledge discharge all the duties thereof faithfully according to law.

4. A special constable shall throughout the police area for which he is appointed, and also in any adjoining police area, have all the powers, privileges, and duties which any constable duly appointed has within his constableness by virtue of the common law or of any statute for the time being in force.

5. All special constables shall in the execution of their duty act under the direction and control of the chief officer of police of the police area for which they are appointed, except that in exceptional circumstances they shall, if the Secretary of State so directs, act under the direction and control of such other authority as the Secretary of State may designate.

6. A special constable may, with the consent of the chief officer of police or other authority under whose direction and control he acts, resign his office, and the chief officer of police or such other authority may at his pleasure determine the service of, or suspend or dismiss, any special constable.

7. Any person who puts on the dress or accoutrements or takes the name, designation, or character of a special constable for any unlawful purpose shall be liable on summary conviction to a fine not exceeding ten pounds.

8. Any expenses incurred in respect of special constables may, if the police authority so directs, be paid out of the police fund.

9. If any special constable is incapacitated for the performance of his duty by infirmity of mind or body occasioned by an injury received in the execution of his duty without his own default, or if he dies from the effect of any injury received in the execution of his duty without his own default, the police authority may grant him or to his widow and children a pension or pensions and allowances at the same rates as under the Police Act, 1890, are payable in the case of police constables who have completed not more than five years' service and are drawing pay at the rate of five shillings a day, and all such pensions and allowances shall be paid out of the police fund.

10. For the purpose of this Order the expression "police area" means one of the areas set forth in the first column to the schedule hereto, and the expressions "police authority," "chief officer of police," and "police fund" mean, as respects each police area the authority, officer, and fund respectively mentioned opposite the area in the second, third, and fourth columns of that schedule.

11. Subject to the provisions of this Order the Special Constables Act, 1831, as amended by any subsequent enactment, or as the case may require, section one hundred and ninety-six of the Municipal Corporations Act, 1882, shall apply to the special constables appointed under those enactments respectively.

12. This Order shall apply as respects special constables appointed since the commencement of the present war whether before or after the date of the making of this Order, and the appointments of special constables made before that date are hereby confirmed: but nothing herein contained shall be construed as requiring special constables appointed before that date to make a new declaration under this Order.

13. This Order may be cited as the Special Constables Order, 1914. Dated, 9th of September, 1914.

THE BRITISH LAW FIRE

INSURANCE COMPANY, LIMITED,

5, LOTHBURY, LONDON, E.C.

(with Branches throughout the United Kingdom).

SUBSCRIBED CAPITAL ... £1,050,000

PAID-UP CAPITAL ... £150,000

RESERVES ... £273,000

General Manager—DAVID M. LINLEY. Secretary—T. WILLIAMS.

FIRE, FIDELITY GUARANTEE,
WORKMEN'S COMPENSATION, EMPLOYERS' LIABILITY,
PERSONAL ACCIDENT and SICKNESS,
BURGLARY, PROPERTY OWNERS' INDEMNITY,
LOSS of PROFITS due to FIRE, and GLASS BREAKAGE.

Gentlemen in a position to introduce Business are invited to undertake Agencies within the United Kingdom. No Foreign Business undertaken.

SCHEDULE.

POLICE AREAS AND AUTHORITIES.

Police Area.	Police Authority.	Chief Officer of Police.	Police Fund.
The Metropolitan Police District	The Secretary of State	The Commissioner of Police of the Metropolis	The funds applicable for defraying the expenses of the Metropolitan Police Force.
The City of London	The Common Council of the City of London	The Commissioner of the City Police	The funds applicable for defraying the expenses of the City Police Force.
A county ..	The Standing Joint Committee	The Chief Constable	The county fund.
A borough having a separate police force	The Watch Committee	The Chief or Head Constable	The borough fund or borough rate or any fund or rate applicable under any local Act for the expenses of the police force.

In this schedule the expression "county" means an administrative county within the meaning of the Local Government Act, 1888, but does not include a county borough.

Such parts of any county as are within the Metropolitan Police District, or as form part of any other police area, shall not be deemed for the purposes of this Act to form part of the county police area.

New Rules of the Supreme Court.

ORDER LIV., RULE 4.

1. Order LIV., Rule 4 F (7), shall be read as if after the word "inspection" the words "or rectification" were inserted.

FINANCE (1909-10) Act, 1910.

2. An order, by consent, to make a decision of a referee as to costs, or as to expenses where the amount is fixed, a rule of court, under section 33, sub-section 3, of the Act may be obtained at the King's Remembrancer's Department upon production to the King's Remembrancer of the consent signed by the parties or their solicitors.

3. These Rules shall come into operation on the 12th of October, 1914.

Dated the 10th of September.

(Signed) HALDANE, C.
READING, C.J.
COZENS-HARDY, M.R.
W. PICKFORD, L.J.
C. H. SARGANT, J.
P. O. LAURENCE.
H. A. MCCARDIE.
W. H. WINTERBOTHAM.

New County Court Rule.

THE POSTPONEMENT OF PAYMENTS ACT, 1914.

The following Rule shall have effect during the currency of any Proclamation issued under the Postponement of Payments Act, 1914, and for two months thereafter:—

ORDER VII.

Plaint Note and Summons. Service Default Summons and Service.

The following paragraphs shall be added to Order VII., Rule 36, viz. :-

(2) Where a default summons has been issued in an action in respect of a claim to which any Proclamation issued under or confirmed by the Postponement of Payments Act, 1914, applies, and notice of intention to defend has not been given or leave to defend has not been obtained, the period during which such Proclamation was or shall be in force shall be excluded in the computation of the time within which judgment may be entered.

(3) Where any such action has been struck out on default of judgment being entered, and the court is satisfied that the plaintiff was unable to have judgment entered by reason of any such Proclamation, or of any directions given for carrying any such Proclamation into effect, the court may, at any time before the expiration of the time limited for entering judgment (such time to be computed) in accordance with the preceding paragraph, order the action to be reinstated.

WM. L. SELFE.
WM. C. SMYLY.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.

Approved by the Rules Committee of the Supreme Court.

KENNETH MUIR MACKENZIE, Secretary.

I allow this Rule, which shall come into operation forthwith.

(Signed) HALDANE, C.

The 10th day of September, 1914.

Legal News.

General.

At the Central Criminal Court, on Tuesday, Sehan Yousry, twenty-five, who claimed to be an Egyptian Princess, and who the previous day was found guilty of unlawfully and maliciously publishing a defamatory libel concerning Major William Edward Gurnell Connolly, a retired officer of the British Army, whom she claimed to be her husband and father of her two children, was sentenced to six months' imprisonment in the second division and recommended for deportation. Police evidence showed that the defendant had been twice previously convicted in London.

A correspondent in Camden Town writes to the *Times* drawing attention "to the fact that unstamped letters posted by recruits stationed at Colchester are not delivered to their poor families until the postage is paid, whereas prisoners of war (Germans detained on our coasts) are allowed to send communications free of charge." The Post Office officials state that considerable misconception exists in regard to soldiers' letters, since the following announcement was published in the *Post Office Circular* of the first of September, 1914, dealing with correspondence from British troops serving on the Continent: "Letters, postcards, &c., received from British troops serving on the Continent, which have been posted unpaid or insufficiently paid, should be delivered to the addresses without charge." This is the only official instruction issued by the Postmaster on the subject. The ordinary postal regulations apply to all correspondence from Colchester and other inland places. The proper surcharge on unpaid letters is 2d., but as a special concession to soldiers the Postmaster only collects the proper postage rate of 1d. The Postmaster-General is bound by The Hague Convention to forward, free of charge, all letters posted by prisoners of war.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers William Baker & Co., The Model Factory, Oxford.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY Sept. 4.

BOYALLACK, LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses and particulars of their debts or claims, to George Addison Scott, 5 & 6, Great Winchester St., E.C., Liquidator.

FERRY & GRINSELL, LTD.—Creditors are required, on or before Oct. 17, to send their names and addresses, and the particulars of their debts or claims, to John William Barratt, 19A, Coleman St., Liquidator.

PHOENIX INDUSTRIAL PROVIDENT SOCIETY, LTD.—Creditors are required, on or before Sept. 19, to send their names and addresses, and particulars of their debts or claims, to Mr. Charles Edwin Dovey, 31, Queen St., Cardiff, Liquidator.

WOODLAND COLLIERIES CO., LTD.—Creditors are required, on or before Sept. 30, to send in their names and addresses, with particulars of their debts or claims, to Lucas, Hutchinson & Meek, Darlington, solicitors for Edward Robson Whitwell and Richard Henry Be't, Liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Sept. 8.

DEUDONNE HOTEL, LTD.—Creditors are required, on or before Oct. 3, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charlesworth, 20 Copthall av., Liquidator.

HARRISON & SONS (NOTTINGHAM), LTD.—Creditors are required, on or before Oct. 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Fosbrooke Holloway, of the firm of Derbyshire Bros. & Co., Wheeler gate, Nottingham, Liquidator.

PAKA TIN CONCESSIONS, LTD.—Creditors are required, on or before Oct. 8, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Strickland Lake, 17, C. Isman St., Liquidator.

SURBITON CINEMATOGRAF THEATRE, LTD.—Creditors are required, on or before Oct. 19, to send their names and addresses, and the particulars of their debts or claims, to R F W Flincham, 3, Warwick St., Gray's Inn, Liquidator.

YOUNG & EDDISON, LTD. (IN LIQUIDATION).—Creditors are required, on or before Sept. 22, to send their names and addresses, and the particulars of their debts or claims, to Harold S. Brown, 36 and 37, Queen St., Cannon St., Liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Sept. 4.

Botallack, Ltd.
Victoria Seed and Spice Mills, Ltd.
Capital Co-operative Society, Ltd.
Thomas Elliot & Son, Ltd.
R.M.B.A., Ltd.
Associated Petrol Consumers, Ltd.

East Indies Copra Syndicate, Ltd.
Morley-Fricker Electricity Meter Co. Ltd.
Conquest Lock, Nut and Bolt Co., Ltd.
Beeswing Steamship, Ltd.
Albert Dock Reg'n Works, Ltd.
Finigan & Adams, Ltd.

London Gazette.—TUESDAY, Sept. 8.

E. B. M. Syndicate, Ltd.
Reg. Sandson, Ltd.
Ellis Spence & Co., Ltd.
Linford & Bird, Ltd.
Charles W. Brocknell & Co., Ltd.
F. E. Pl. rpoint, Ltd.

Paka Tin Concessions, Ltd.
Times Coal Co., Ltd.
Western Ura' Caspian Syndicate, Ltd.
Kather, Ltd.
Dobson, Ltd.
G. Haysom, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 4.

ARCHER, ROBERT, Edinburgh Oct 16 Alsop & Co, Liverpool
BRUCE, ELIZABETH, South Shields Oct 5 Rennoldson, South Shields
BUTLER, THEOBALD, FITEWALTER, Barrow in Furness, Mercant Oct 16 Hill & Co, Liverpool
CARTER-CLOUT, ARTHUR, West Croydon, Builder Oct 12 Baker, Norfolk H. use, Lavence Pountney Hill
CATON, JOHN, Liverpool, Glass and China Dealer Sept 30 Smith & Son, Liverpool
COLLINGE, HENRY BERNARD, Northender, Chester Oct 5 Dixon & Co, Manchester
CONNELL, JOHN ALEXANDER, Putney Heath, Surrey Oct 12 Foss & Co, Fenchurch st
DOBIE, ROBERT, Hillingdon nr Uxbridge Oct 4 Swan & Co, Cannon st
DUFFIELD, MARIA MATTHEWS, Southall, A. & Liddix Oct 14 Taylor, Hammersmith B. roadway
ELLIS, MARY LITT, St Leonards on Sea Oct 15 Livingston & Son, Fenchurch b dgs
FOWLER, ALFRED MOUNTAIN, Ascot, Berks, Civil Engineer Oct 5 Dixon & Co, Manchester
FREEMAN, JOHN ALBERT, Crowndale rd, Cunden Town Licensed Victualler Sept 30 Robinson & Co, Raymond Whgs, Gray's Inn
HAY, CHARLES ANDERSON, Teignmouth Oct 16 Andrew & Co, Great James st
HILLS, FREDERICK, Caledonian rd, Butcher, Oct 23 Pattison & Brewer, Great James st
HUDSON, WILLIAM, Buckhu at Hill, Essex Oct 3 Smith & Hudson, Fenchurch at HUNDREDMARK, CHARLES, Milford Haven, Pembroke, Licensed Victualler Oct 5 Eaton-Evans & Williams, Haverfordwest
MATTHEWS, FANNY, Doncaster Oct 2 Atkinson & Son, Doncaster
MCKENNALE, ALFRED, West Didsbury, Lancs Oct 10 Sheard & Co, Clement's inn
MOORE, EMMA HANNAH, Tunbridge Wells Oct 3 Hudson & Co, Queen Victoria st
PANNELL, MARY SARAH, Portsmouth Oct 1 Kent, Portsmouth h
PHILLIPS, THOMAS, Plymouth Oct 5 Barrett, Plymouth
POCKLINGTON, JOHN, Burn, nr Selby, Yorks, Labourer Sept 10 Bailey & Haigh, Selby
RITSON, CECIL SPARK, Sunderland, Solicitor Sept 30 Be'l & Sons, Sunderland
ROBINSON, ALFRED, Leeds, Malt ter Oct 5 Dawson & Chapman, Leeds
SCHOFIELD, JOHN, Sheffield, Comb Manufacturer Sept 12 Wing, Sheffield
SCHOFIELD, WILLIAM ARTHUR, Helmsshore, Lancs, Paper Merch nt Sept 30 Whitaker & Co, Hasling den
SMITH, JAMES EDWARD, Thornton le Fy de, Lancs Sept 12 Butcher, Blackpool
SMITH, MONTAGU HOWARD, Lonsdale rd, West Kilburn, Mechanical Engineer Oct 1 Morris & Co, W. a brook
SOLLY, SUSANNA RUTH, Bri tton Oct 5 Sharpe & Co, New ct, Carey st
STED, JOSEPH, Birmingham, Master Haulier Oct 1 Wallace & Co, Birmingham
SUMNERSON, ARTHUR, Scarborough Oct 8 Birdsall & Co, Scarborough
TAYLOR, JOSEPH EDWIN, Solihull, Warwick, Brassfounder Oct 17 Reynolds & James, Birmingham
THACKER, WILLIAM, Walsall, Herald Chas r Oct 3 J N & E A Cotter, Walsall
TULLY, SARAH, Eaton Bishop, Hereford Oct 1 Lamb & Co Hereford
WALKER, JOHN METCALFE, Kingston upon Hull Oct 17 Gale & Easton, Hull
WHEELER, MAGGIE HARRIETT, Cove, Southampton Oct 1 Mollist & co, Farham, Sup. cy
WHITAKER, SAMUEL ALFRED, Brighton Oct 6 Preston & Foster, Craig's ct House, Charing Cross
WHITTING, JAMES, Larkhall in, Clapham, Grov r Oct 13 Hores, Lincoln inn fields
WRANGHAM, MARIA, Sh. field Oct 8 B. a. sh. a. e & Co, Sheffield

London Gazette.—TUESDAY, Sept. 8.

ALSTON, JOHN, Ashwell, Tylers Green, Bucks Oct 22 Sandeford & Co, Queen Victoria st
BISHOP, ELIZA, Carlisle rd, Hove Oct 9 Cushman & Cunningham, Brighton
CARTER, ROY ALFRED WILLIAM, Kew Sept 23 Redmyne, Lichfield
CHAPMAN, JANE, Weymouth Oct 3 Stewart, Newcastle upon Tyne

COLEY, EDITH NORMAN, Leicester Oct 14 Mansfield, Leicester
COTTELL, AGNES, St Albans Oct 31 Williams & James, Thames Embankment
DAVIES, WILLIAM, Whalley Range, Manchester Oct 5 Hislop & Sons, Manchester
DAWE, WILLIAM COUGH, Milton Abbot, Devon Oct 7 Mathews, Tavistock
DORRISTHORPE, WORDSWORTH, Hindhead Oct 20 Vandercorn & Co, Bush In
DREW, CHARLES EDWARD, Rushden, Northampton Oct 20 Vandercorn & Co,
Bush In
ELSTON, STANLEY SAMUEL, Bradford on Tone, Somerset Oct 3 Kite & Sons,
Taunton
FURNESS, WILLIAM, Cole Park, Twickenham Sept 30 Dollman & Pritchard,
King st
IVET, FREDERICK GEORGE, Eastcheap Nov 1 Parker, Monument st
JACKSON, GUY STANDISH, Up Exe, Thorverton, Devon Oct 2 Arber, Old Jewry chmbrs
JONES, HARRY CLARKE, Bournemouth Aug 28 Jones, Bournemouth
LAWRENSON, JOHN, Thornton le Fyde, Lancs, Farmer Oct 1 Gault, Fleetwood
LODGE, JANE, Ossett, Yorks Oct 31 Blackburn, Bradford
LOMAN, DANIEL, High In, nr Stockport, Farmer Oct 5 Smith & Sons, Hyde, Cheshire
LYLE, JOHN, Mincing In, Sugar Refiner Oct 9 Deacon & Co, Great St Helens
MIDDLETON, HUGH JEFFERY, Belsay Castle, Northumberland Oct 30 Deas & Thomp-
son, Newcastle upon Tyne

MILLS, MARY, Wellington Sept 23 Dean & Eapley, Wellington
MILLS, THOMAS, Wellington Sept 29 Dean & Eapley, Wellington
MOSTYN, JOHN, Ashington, Northumberland Oct 14 Gee & Co, Ashington, Northum-
berland
PLOWDEN, ALFRED CHICHELE, Lexham gdn, Kensington Sept 30 Lumley & Lumley,
Conduit st, Bond st
POINTON, THOMAS, Fenton, Stoke on Trent Oct 5 Holton, Stoke on Trent
PRATT, ALBERT ERNEST, Cadogan gdn, Chelsea, Butler Oct 10 Tanner & Clarke,
Hindol
PRICE, MARY ELIZABETH, Surbiton Hill Oct 10 Twyford, Moorgate st
RHEE, WILLIAM JOHN, Westbrook, Margate Oct 2 Homewood, Old Jewry chmbrs
ROSE, MARY ANN LOUISE, Russell Scott bldgs, Jamaica rd, Bermondsey Oct 5 Millar
& Sons, St Thomas st, London Bridge
SMALLWOOD, ELIZABETH, Bubwith, Yorks Sept 15 Bailey & Haigh, Selby
STANFELD, BERTHOLD ROBERT, Scarborough, Barrister at Law Oct 2 Tasker & Co,
Scarborough
TRICKETT, JOHN, Ashton on Ribbles, Preston, Lancs Oct 3 Craven & Son, Preston
WILEY, MARY ANN, Wellington, Salop Sept 29 Dean & Eapley, Wellington, Salop
WOODRUFF, ADELINE MAY BERTHA, Hove Oct 9 Cushman & Cunningham, Brighton
WYMAN, JANE, Royston, Herts Oct 10 Wortham & Co, Royston

Bankruptcy Notices.

London Gazette.—TUESDAY, Sept. 8.
FIRST MEETINGS.

AINSWORTH, MARTHA, DAVID AINSWORTH, CHRISTOPHER
AINSWORTH, and JAMES AINSWORTH, Preston, Lancs,
Hay Dealers Sept 16 at 11 Off Rec, 13, Wincley st,
Preston
BRACKEN, JAMES, Midgley, Halifax, Farmer Sept 16 at
10.45 County Court House, Prescott st, Halifax
BOND, FREDERICK ELIOT, Clatonsbury, Architect Sept 16
at 11.30 Baldwin st, Bristol
CHECKLAND, ALBERT THOMAS, Birmingham, Grocer Sept
17 at 11.30 Rakin chmbrs, 191, Corporation st, Bir-
mingham
EMERSON, CAROLINE, Cleethorpes, Tea Room Proprietor
Sept 15 at 11 Off Rec, St Mary's chmbrs, Great
Grimsby
GODFREY, HERBERT JAMES, Lucien rd, Tooting, Electrical
Engineer Sept 15 at 11.15 Westminster
Bridge rd
GREGORY, ALFRED EDWARD, Bristol, Hay Dealer Sept 16
at 11.30 26 Baldwin st, Bristol
HENSLEY, HENRY ARTHUR, Southsea, Hants, Motor
Engineer Sept 16 at 12 Off Rec, Cambridge junct,
High st, Portsmouth
KRECH, ERNEST FREDERICK, Bedford, Baker Sept 15 at
12 Off Rec, The Parade, Northampton
POLLARD, JAMES, Faringdon, Berks Late Inkkeeper Sept
15 at 4.15 Off Rec, 38, Regent circ, Swindon
RICHARDSON, J (Male), Tamworth Grocer Sept 18 at 11.30
Ruskin chmbrs, 191, Corporation st, Birmingham
SCHNEIDER & MINDEL, Jewin cres, Manufacturing
Furriers Sept 16 at 12 Bankruptcy bldgs, Carey st
WALLES, JOHN HENRY, Great Driffield, Yorks, Grocer Sept 18
at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull
WESTWICK, ARTHUR KNIGHT, Nottingham, Estate Agent
Sept 17 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WHITE, CHARLES STEWART, Buckingham Palace rd, Chemist
Sept 16 at 11 Bankruptcy bldgs, Carey st
WOOD, LEON, Saltburn, Bioscope Operator Sept 16 at
11.30 Off Rec, Court chmbrs, Albert rd, Middles-
brough

ADJUDICATIONS.

BESLEY, CHARLES HOLLAND, Southsea, Solicitor Ports-
mouth Pet Aug 8 Ord Sept 2
HUMPHREYS, JOHN, and THOMAS GREEN, Dewsbury,
Builders Dewsbury Pet Sept 4 Ord Sept 4
JENKINS, EDWARD LLEWELYN, Roundwood rd, Willesden,
Dairymen High Court Pet July 17 Ord Sept 4
MAY, GEORGE, Leigh on Eas, Essex, Builder Chelmsford
Pet Sept 4 Ord Sept 4
METCALFE, ALFRED JOHN, Newtown, Stockton on Tees,
Commercial Traveller Stockton on Tees Pet Sept 2
Ord Sept 2
OATES, DENNIS, St Helena, Lancs, Picture Framers Liver-
pool Pet Sept 4 Ord Sept 4
PHILP, FREDERICK THOMAS BURDETT, Ruxhill on Sea,
Auctioneer Hastings Pet Aug 1 Ord Sept 4

RICHARDSON, J. Tamworth, Grocer Birmingham Pet
Aug 18 Ord Sept 4
WALLES, JOHN HENRY, Great Driffield, Grocer Kingston
upon Hull Pet Sept 4 Ord Sept 4
WOOD, ELIZABETH MARY, Sunderland, Grocer Sunderland
Pet Sept 4 Ord Sept 4

Amended notice substituted for that published in the
London Gazette of Sept 4:

EMERSON, CAROLINE, Cleethorpes, Tea Room Proprietor
Great Grimsby Pet Aug 31 Ord Aug 31

London Gazette.—FRIDAY, Sept. 11.

RECEIVING ORDERS.

ADAMS, SAMUEL, W Isall, Grocer Walls II Pet Sept 9
Ord Sept 9
ARMORY, WILLIAM, Willington, Durham, Builders Durham
Pet Aug 10 Ord Sept 3
BIRD, ERNEST ALBERT, Croydon, China Merchant Croydon
Pet Sept 3 Ord Sept 3
GOODMAN, RICHARD ERNEST, Rugby, Butcher Coventry
Pet Sept 8 Ord Sept 8
GRESNACH, SYDNEY KITCHEN, Bridlington, Yorks, Haulage
Contractor Scarborough Pet Aug 17 Ord
Sept 7
HEATON, MOSES EDMUND, Broadwater, Worthing, Farmer
Aylesbury Pet Aug 20 Ord Sept 7
HERMANN, CARL OTTO ERNEST, Great Grimsby,
Insurance Agent Great Grimsby Pet Sept 9 Ord
Sept 9
HUDSON, HARRY, Buckland, Hants, Grocer Portsmouth
Pet Sept 7 Ord Sept 7
LAMBERT, ARTHUR WARREN, Barmes, Garage Proprietor
Wandsworth Pet Aug 19 Ord Sept 9
LAWSON, ARTHUR, Eartowgate rd, Chiswick High Court
Pet July 25 Ord Sept 7
MEDLIGOTT, A H, Colne, Lancs, Plumber Burnley Pet
July 24 Ord Sept 7
PAYNE, FREDERICK CHARLES, Tipton, Grocer Dudley
Pet Sept 7 Ord Sept 7
POUNTA N, JOHN EDWIN, Derby, Coal Merchant Derby
Pet July 30 Ord Sept 7
ROSE, WILLIAM BENNY, and ALBERT EDWIN ROSE, New-
town, Bristol, Marine Store Dealers Bristol Pet Sept
9 Ord Sept 9
STONE ANNIE, Sheffield, Furniture Dealer Sheffield I Pet
Aug 18 Ord Sept 9
WORRELL, GEORGE, Cardiff, Taxi cab Proprietor Cardiff
Pet Aug 19 Ord Sept 8

FIRST MEETINGS.

BIRD, ERNEST ALBERT, Croydon, China Merchant Sept
18 at 11.30 132, York rd, Westminster Bridge rd
CLARK, THOMAS, Liverpool, Tobacco Dealer Sept 18 at
12 Off Rec, 10 on Marine bldgs, 11, Dale st, Liverpool
GRESNACH, ARTHUR, Worthing, Clothier Sept 21 at 3
Court House, Cuckermouth
GRESNACH, SYDNEY KITCHEN, Bridlington, Yorks, Haulage
Contractor Sept 29 at 4 Off Rec, 48, Westborough,
Scarborough

HOLLAND, BERTHA HANNAH, Llandudno, Boarding house
Keeper Pet Sept 21 at 12 Crypt chmbrs, Chester
HULL, NOAH THOMAS, Bedford, Motor Engineer Sept 12
at 12 The Lion Hotel, Bedford
HUMPHREYS, JOHN, and THOMAS GREEN, Dewsbury,
Builders Sept 18 at 11 Off Rec, Bank chmbrs, Cor-
poration st, Dewsbury
LAWSON, ARTHUR, Barrowgate rd, Chiswick Sept 21 at 11
Bankruptcy bldgs, Carey st
OATES, DENNIS, St Helena, Lancs, Picture Framers Sept 18
at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liver-
pool
PITMAN, HENRY CHARLES FREDERIC, King's Lynn, Nor-
folk, Tailor Sept 18 at 3 Off Rec, 8, King st, Nor-
wich
ROUSE, HARRY, Bedale, Yorks Sept 22 at 12 Off Rec,
Court chmbrs, Albert rd, Middlesbrough
WOOD, ELIZABETH MARY, Sunderland, Grocer Sept 22
at 2.30 Off Rec, Manor pl, Sunderland

ADJUDICATIONS.

BIRD, ERNEST ALBERT, Croydon, China Merchant Croydon
Pet Sept 3 Ord Sept 3
BRACKEN, JAMES, Farnley Lea, Midgley, Halifax, Farmer
Halifax Pet Aug 15 Ord Sept 7
GOODMAN, RICHARD ERNEST, Rugby, Butcher Coventry
Pet Sept 8 Ord Sept 8
HEATON, MOSES EDMUND, Broadwater, Worthing, Farmer
Aylesbury Pet Aug 20 Ord Sept 7
HERMANN, CARL OTTO ERNEST, Great Grimsby, Insurance
Agent Great Grimsby Pet Sept 9 Ord Sept 9
HUDSON, HARRY, Buckland, Hants, Grocer Portsmouth
Pet Sept 7 Ord Sept 7
MORGAN, MONTAGUE VIVIAN, Willesden ln, Renisier High
Court Pet July 30 Ord Sept 7
PATERSON, ERNEST GEORGE, Bromsgrove, Worcester,
Clothing Worcester Pet Aug 19 Ord Sept 7
PAYNE, FREDERICK CHARLES, Tipton, Grocer Dudley
Pet Sept 7 Ord Sept 7
ROSE, WILLIAM HENRY, and ALBERT EDWIN ROSE, New-
town, Bristol, Marine Store Dealers Bristol Pet
Sept 9 Ord Sept 9
WHITE, CHARLES STEWART, Buckingham Palace rd
Chemist High Court Pet Sept 4 Ord Sept 8

London Gazette.—TUESDAY, Sept. 15.

RECEIVING ORDERS.

BOOCOCK & Co, Leeds, Cork Cu ters Leeds Pet Aug 15
Ord Sept 10
GENT, THOMAS RICHARD, East India Dock rd, Poplar,
Butcher High Court Pet Sept 11 Ord Sept 11
HILCKES, HARRY, Union st, Old Broad st, Merchant High
Court Pet Feb 20 Ord Sept 11
IRONMONGER, H C, Bishopsgate High Court Pet July 1
Ord Sept 11
SMITH, HARRY SYDNEY, and NELLIE ELIZABETH SMITH
Gorleston, Great Yarmouth, Boarding House Keepers
Great Yarmouth Pet Sept 10 Ord Sept 10
VICKERS, JAMES WARRY, Wardour st High Court Pet
July 20 Ord Sept 10

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

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